

COUNTY COUNCIL
OF
HARFORD COUNTY, MARYLAND

BILL NO. 09-05 (As Amended)

Introduced by Council President Boniface at the request of the County Executive
Legislative Day No. 09-03 Date January 20, 2009

AN ACT to provide the County Executive with the authorization to execute, on behalf of Harford County, Maryland, a Memorandum of Understanding By and Among Baltimore County, Maryland, Harford County, Maryland and Northeast Maryland Waste Disposal Authority for the Development of an Expanded Regional Resource Recovery Facility known as the Harford Waste-to-Energy Facility, in substantially the form attached hereto, in an amount not to exceed ~~\$250,000~~ \$200,000 per year, to participate financially in the development of an expanded regional resource recovery facility to convert solid waste into energy, in accordance with Harford County Code ~~§41-10. Charter;~~ and generally relating to the facility to convert solid waste to energy.

By the Council, January 20, 2009

Introduced, read first time, ordered posted and public hearing scheduled

on: February 17, 2009

at: 6:30 p.m.

By Order: Barbara J. Connor, Council Administrator

PUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on February 17, 2009 and concluded on February 17, 2009.

Barbara J. Connor, Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [Brackets] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

WHEREAS, the County Executive proposes that Harford County, Maryland enter into a Memorandum of Understanding By and Among Baltimore County, Maryland, Harford County, Maryland and the Northeast Maryland Waste Disposal Authority (hereinafter "Authority") for the Development of an Expanded Regional Resource Recovery Facility, in substantially the form attached hereto, in an amount not to exceed ~~\$250,000 per year~~ \$200,000 per year or a total of \$375,435, and be given the authority to execute such agreement on behalf of Harford County, Maryland; and

WHEREAS, the Authority owns and operates a Resource Recovery Facility ("RRF") (known as the Harford Waste-to-Energy Facility) which generates steam for the Aberdeen Proving Ground ("APG"); and

WHEREAS, APG is in need of additional energy (steam and electricity) and has made an expanded site available for the construction and operation of an expanded RRF; and

WHEREAS, both Harford County and Baltimore County (hereinafter "Counties") desire that non-recycled solid waste be converted into energy in a modern, renewable energy facility because the alternative of long hauling and/or landfilling solid waste is expensive and wasteful; and

WHEREAS, in addition to being a source of renewable energy, a greenhouse gas sink and environmentally preferred to long hauling and landfilling trash, an expanded RRF (the "Facility") will recycle approximately 800,000 gallons per day of treated wastewater effluent which otherwise would be discharged into a tributary of the Chesapeake Bay; and

WHEREAS, it is, therefore, in the Counties' best interest, environmentally and financially, to enter into an agreement to participate in the multi-year development of the Facility, sharing in the costs thereof in a manner proportional to the capacity in the expanded RRF allocated to each of the Counties as described in the MOU attached hereto; and

WHEREAS, if the Counties approve the attached MOU, a Service Agreement and a Waste

1 Delivery Agreement which will detail the obligations and duties of the parties in operating the
2 Facility will be drafted and submitted for the approval of the County Council; and

3 **WHEREAS**, Sections 520 and 524 of the Charter of Harford County, Maryland require that
4 all agreements and payments thereunder which would extend beyond the current fiscal year be
5 authorized by legislative act.

6 **NOW, THEREFORE,**

7 ~~Section 1. Be It Enacted By The County Council of Harford County, Maryland that the County~~
8 ~~Executive be, and is hereby, authorized to execute, on behalf of the County, the Memorandum of~~
9 ~~Understanding By and Among Baltimore County, Maryland, Harford County, Maryland and the~~
10 ~~Northeast Maryland Waste Disposal Authority for the Development of an Expanded Regional~~
11 ~~Resource Recovery Facility providing for payment by Harford County, Maryland to the Northeast~~
12 ~~Maryland Waste Disposal Authority of the below stated amount not to exceed:~~

13 ~~Agreement.....\$250,000 per year~~

14 ~~and the Memorandum of Understanding By and Among Baltimore County, Maryland, Harford~~
15 ~~County, Maryland and the Northeast Maryland Waste Disposal Authority for the Development of an~~
16 ~~Expanded Regional Resource Recovery Facility shall provide for a contract term not to exceed three~~
17 ~~years.~~

18 Section 1. Be It Enacted By The County Council of Harford County, Maryland, that the County
19 Executive, be, and is hereby, authorized to execute, on behalf of the County, the attached
20 Memorandum of Understanding By and Among Baltimore County, Maryland, Harford County,
21 Maryland, and the Northeast Maryland Waste Disposal Authority for the Development of an
22 Expanded Regional Resource Recovery Facility. The Memorandum of Understanding as attached is
23 incorporated herein by reference as part of this Act as though it were fully stated herein. Any change
24 to the Memorandum of Understanding attached to this Act shall require the approval of the County

Council.

Section 2. And Be It Further Enacted, the County Executive is hereby authorized to provide for payment by Harford County, Maryland to the Northeast Maryland Waste Disposal Authority of an amount not to exceed:

Agreement \$200,000 per year for a maximum of 3 years.

In no event shall the financial obligation of Harford County, Maryland, under this Act or the Memorandum of Understanding as authorized by this Act, exceed \$375,435 as reflected in Attachment A of the Memorandum of Understanding.

Section 3. And Be It Further Enacted, that the \$3/ton host community fee reimbursed to Harford County pursuant to the Memorandum of Understanding shall be deposited into a special account dedicated to community enhancement projects. At least one-third of the funds within this special account shall be dedicated to community enhancement projects in the Edgewood/Joppatowne area. Any community enhancement project which is funded through this special account shall be approved by the County Council. Within 30 calendar days of the end of each fiscal year, the County Treasurer shall issue a report to the County Council detailing the amount of funds within the special account and the projects funded through the account.

Section 4. And Be It Further Enacted, that the parties to the Memorandum of Understanding and officials at Aberdeen Proving Ground shall develop a plan and cost assessment for alternative access routes to the facility. The plan and cost assessment shall be completed by December 1, 2010.

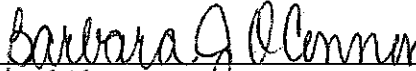
Section 5. And Be It Further Enacted, that if the Route 152 entrance to the facility should close, adequate buffering and landscaping shall be provided to minimize the visual impact of the waste to energy facility from any adjoining road or residential community.

Section 6. And Be It Further Enacted, that if the Waste Delivery Agreement between the Authority and Harford County is not executed by December 1, 2010, this Act shall be abrogated

1. and of no further force and effect.
2. ~~Section 2~~ Section 7. And Be It Further Enacted that this Act shall take effect 60 calendar days from
3. the date it becomes law.

EFFECTIVE: May 11, 2009

The Council Administrator does hereby certify that fifteen (15) copies of this Bill are immediately available for distribution to the public and the press.



Council Administrator

HARFORD COUNTY BILL NO. 09-05 As Amended

Brief Title MOU Expanded Regional Resource Recovery Facility

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

CERTIFIED TRUE AND CORRECT

Barbara J. O'Connor
Council Administrator

Date March 10, 2009

ENROLLED

Billy Bonfante
Council President

Date March 10, 2009

BY THE COUNCIL

Read the third time.

Passed: LSD 09-8

Failed of Passage: _____

By Order

Barbara J. O'Connor
Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 11th day of March, 2009 at 3:00 p.m.

Barbara J. O'Connor
Council Administrator

BY THE EXECUTIVE

David R. Craig
COUNTY EXECUTIVE

APPROVED: Date March 12, 2009

BY THE COUNCIL

This Bill No. 09-05 As Amended having been approved by the Executive and returned to the Council, becomes law on March 12, 2009.

EFFECTIVE DATE: May 11, 2009

Barbara J. O'Connor
Barbara J. O'Connor,
Council Administrator

**Memorandum of Understanding
By and Among
Baltimore County, Maryland,
Harford County, Maryland
and
Northeast Maryland Waste Disposal Authority
for the Development of an Expanded Regional Resource Recovery Facility**

Whereas, Baltimore County, Maryland and Harford County, Maryland (collectively, the "Counties") are members of the Northeast Maryland Waste Disposal Authority (the "Authority"); and

Whereas, the Authority owns and operates a Resource Recovery Facility ("RRF") which generates steam for the Aberdeen Proving Ground ("APG"); and

Whereas, APG is in need of additional energy (steam and electricity) and has made an expanded site available for the construction and operation of the expanded facility; and

Whereas, the Counties desire that non-recycled solid waste be converted into energy in a modern, renewable energy facility, because the alternate method, long hauling of waste to out of state landfills is expensive and wasteful; and

Whereas, APG has selected Johnson Controls, Inc. ("JCI") to provide renewable energy to APG, and JCI has selected the Authority to be the provider of renewable energy; and

Whereas, in the event JCI does not sign a contract with APG, the Authority will find another contract mechanism to provide renewable energy to APG; and

Whereas, the Counties hereby evidence their intent to cooperate in the development of an expanded RRF (the "Facility") because the energy produced by this type of facility is deemed by the United States Environmental Protection Agency ("US EPA") and the European Union to be a source of renewable energy, a greenhouse gas sink, and environmentally preferred to long hauling and landfilling trash; and

Whereas, the proposed Facility will recycle approximately 800,000 gallons per day of treated wastewater effluent which otherwise would be discharged into a tributary of the Chesapeake Bay; and

Whereas, the Authority has conducted a multi-step, public procurement for the design, permitting, construction and operation of the Facility; and

Whereas, with regard to the Facility, the Authority has issued a Best and Final Offer Document and will evaluate responses, assist the Counties in the selection of the best offer, assist with the negotiation of a Service Agreement and a Waste Delivery Agreement for presentation to the governing bodies of each County.

Now, therefore, the Authority and the Counties hereby agree to evidence their mutual intentions with regard to the Facility as described in this Memorandum of Understanding.

Part I: Description of the Facility

- 1) The Facility will be located on a site adjacent to the existing Harford RRF.
- 2) The Facility will be owned by the Authority on behalf of the Counties.
- 3) The Facility will be a modern, state-of-the-art, energy recovery facility which meets or exceeds all of the standards set forth by Federal, State, and local law.
- 4) The Facility will accept municipal solid waste and recover steam, electricity, ferrous and non-ferrous metals.
- 5) The Facility is expected to have a design capacity of 547,500 tons per year.

Part II: Responsibilities of the Authority

- 1) The Authority will complete the procurement for a responsive and responsible company providing the best proposal to design, build, and operate the Facility (the "Vendor").
- 2) The Authority and representatives of each County will staff the selection committee comprised of at least 3 individuals to select the best proposal offered by the vendors for the design, construction and operation of the Facility.
- 3) The Authority and its legal counsel will oversee the negotiation and preparation of a service agreement (the "Service Agreement") to be executed by and between the Authority and the Vendor, and the terms of the Service Agreement shall be subject to the approval of the Counties.
- 4) The Authority will prepare and negotiate a Waste Delivery Agreement (the "Waste Delivery Agreement") for each County. Each Waste Delivery Agreement will describe the benefits and responsibilities of each County with regard to the Facility, the Authority and the Vendor. The Authority will develop a Waste Delivery Agreement utilizing the following guidelines:
 - a. Energy revenues, recovered material revenues (metals, ash and any other future product) and interest earnings will be credited against Facility costs and expenses on a pro-rated basis according to guaranteed tonnage levels of each County;
 - b. Facility expenses, including debt service and operations and maintenance costs will be debited to the Counties on a pro-rated basis according to guaranteed tonnage levels of each County; and

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- c. All uncontrollable circumstance risks will be shared by the Counties pro-rated based upon their respective tonnage commitments.
- 5) After each Waste Delivery Agreement is approved by the governing bodies of each County, the Authority will issue a notice to proceed to the Vendor. The Vendor will prepare all Facility permit applications for review and approval by the Authority and Counties. After approval by the Authority and the Counties, the Vendor will submit the permit applications to the appropriate permitting agencies. All permit applications will be in the Authority's name.
 - 6) Once all of the Facility permits are received by the Authority, the Authority will develop all required financing documents (the "Financing Documents"), including bond documents, the indenture agreement, and other required documents.
 - 7) During the Facility permitting period, the Vendor will develop final construction pricing. If the final construction pricing results in a pro-forma net present value ("NPV") tipping fee greater than the estimated NPV tipping fee, the Authority shall resubmit the Facility for approval to the Counties' governing bodies.
 - 8) The Authority shall sell revenue bonds to finance the Facility, including but not limited to fixed construction cost, construction management costs, capitalized interest during construction, debt service reserve funds and other costs related to the Facility.
 - 9) All Financing Documents shall be subject to approval by the Counties prior to the Facility bond issuance.
 - 10) The Authority shall monitor the design, construction, and invoicing by the Vendor, approve payment requisitions, manage the retainage and approve the acceptance tests in accordance with the Service Agreement.
 - 11) Upon the execution of this Memorandum of Understanding by the appropriate legally authorized representative of each of the parties hereto, and in accordance with Part III, Section 5 of this Memorandum of Understanding, the Authority will retroactively bill the Counties on a pro-rata basis for certain of the Authority's costs and expenses as detailed in Attachment A to this Memorandum of Understanding, for the planning and construction period (April 1, 2008 through the date of this Memorandum of Understanding). Thereafter, up to the start of operations of the Facility, the Authority will continue to bill the Counties once monthly on a pro-rata basis as reflected in Attachment A. The Authority will provide supporting documentation for all invoices in reasonable detail and in form and content reasonably acceptable to the Counties. Bills will include all invoices and bills received by the Authority on or before the 25th day of the preceding month.

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- 12) During the operations period, beginning with the acceptance of waste at the Facility and extending through the terms of each of the Waste Delivery Agreements, the Authority shall, among other things, enforce the provisions of the Service Agreement, invoice each County for its pro-rata share of costs, keep books and records, provide an annual audit of the Facility expenses, staff monthly project review meetings, maintain an inventory of all equipment, and approve withdrawals from the Facility Operation & Maintenance reserve fund.
- 13) The Authority will negotiate and execute a site lease with the U.S. Army for property necessary to construct and operate the expanded Facility. The terms and conditions of the site lease will be provided to the Counties by the Authority for their comment and review prior to the execution of the site lease. The Authority will also obtain an extension of the RRF.
- 14) The Authority will execute a Public Works Utility Agreement with Harford County for the development, operation and maintenance of a pump station and force main to supply non-potable utility water from the Joppatowne Waste Water Treatment Plant.
- 15) No later than the commencement date for regular operation of the Facility, the Authority will develop a cost estimate to restore the Facility site, including removal and disposal of all Facility equipment, demolition and disposal of all Facility structures, and stabilization of the Facility site in satisfaction of the terms of the site lease agreement with the US. Army. These Facility site closure costs shall be developed by an independent engineer engaged by the Authority and reviewed and updated every five years. The Authority shall establish and fund a closure cost account to accrue adequate funds for proper closure at the end of the anticipated service life of the Facility. The closure cost account shall be funded from the revenue obtained from energy sales.
- 16) Upon defeasance of the bonds and expiration of the Service Agreement, the Counties will direct the Authority as to whether to continue to operate the Facility, to sell the Facility or to dispose of the Facility. The Counties shall have the right of first refusal in connection with any proposed sale of the Facility. Any net proceeds from sale or disposal of the Facility shall be disbursed on a pro-rata basis to Harford County and Baltimore County in accordance with the design tonnage allocation.
- 17) If the Facility is removed (and property closure occurs) or the Facility is sold, any balance remaining in the closure cost account shall be disbursed to the Counties in proportion to their respective design capacity allocations stated in Part III below.

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Part III: Responsibilities of Harford County and Baltimore County

- 1) Harford County and Baltimore County will each sign a separate Waste Delivery Agreement with the Authority.
- 2) Harford County will be allotted 273,750 tons per year of design capacity, which equates to 50% of the design capacity.
- 3) Baltimore County will be allotted 273,750 tons per year of design capacity, which equates to 50% of the design capacity.
- 4) In recognition of the services to be provided by Harford County such as a payment in lieu of taxes and certain infrastructure improvements at Harford County's sole cost and expense, the Authority will reimburse Harford County a \$3/ton host community fee from Authority revenues collected from Baltimore County only for Baltimore County's allotted capacity as provided in paragraph 3 above.
- 5) In accordance with Attachment A of this Memorandum of Understanding, which is attached hereto and incorporated herein, Baltimore County and Harford County will reimburse the Authority for certain Authority costs associated with the development of the Facility, beginning with work performed on April 1, 2008 and continuing until Waste Delivery Agreements are signed with both Counties ("Reimbursable Expenses"). Harford County will pay 50% of the costs and Baltimore County will pay 50% of the Reimbursable Expenses. The Authority shall propose a budget for approval by each County, Attachment A, which is attached hereto and incorporated herein. There is no charge for Authority staff time as long as each County is participating in an Authority project which contributes management fees in lieu of direct billing. Certain out of pocket expenses and all third party consultant and advisor expenses are Reimbursable Expenses. The Authority shall cause HDR, Inc., and any successors or replacements as the case may be, to (a) add the Counties as additional insureds under HDR, Inc.'s commercial general liability and automobile liability policies and (b) include the Counties as indemnified parties under the indemnification provided by HDR Inc. under the contract between HDR, Inc. and the Authority. The Authority shall also exercise every reasonable effort to cause Hawkins Delafield & Wood LLP and Hogan & Hartson LLP, and any successors or replacements as the case may be, to add the Counties as additional insureds under their commercial general liability and automobile liability policies under their respective contracts with the Authority.
- 6) In order to minimize truck traffic, Baltimore County will deliver its waste in transfer trailers, unless an emergency occurs, in Baltimore County's reasonable discretion, which prevents such deliveries in trailers.
- 7) Baltimore County will use reasonable efforts to deliver waste during off-peak hours, typically 7 p.m. – 6 a.m., Monday through Saturday.

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- 8) The net operating costs (debt service, Operating & Maintenance, less revenues) shall be prorated between the Counties based upon the allocated design capacity determined as provided herein; however, either County may request services unique to its County in which case the additional costs for such request will be paid solely by the requesting County.
- 9) Should Baltimore County have excess Facility design capacity to market, Harford County will be given the first right of refusal on this capacity. If Harford County accepts the capacity, the Baltimore County allocated design capacity will be reduced and the prorated net operating costs will be adjusted accordingly. If Harford County does not choose to use/market the excess Baltimore County Facility capacity, Baltimore County may market the capacity to another Authority member jurisdiction without prior approval of Harford County. If Baltimore County chooses to market the capacity to non-Authority members or allows the Vendor to market the capacity to non-Authority members, Harford County will be notified and shall have the right to approve or disapprove the source of waste, which right shall not be unreasonably exercised. Baltimore County may choose to allow the Facility capacity to be unused, in which case Baltimore County will be responsible for paying the net disposal fee for their tonnage commitment. Any excess revenues from the marketed tonnage will be credited to Baltimore County.
- 10) If Harford County has excess Facility capacity to market, Harford County will market the Facility capacity to Baltimore County and then to Cecil County and/or other Authority member jurisdictions. Harford County will be responsible for paying the net disposal fee for their tonnage commitment with any excess revenues from the marketed tonnage credited to Harford County.
- 11) Each County will be responsible for the cost of transportation for its prorated share of ash residue and to provide a permitted ash residue disposal or recycling location (such as a Subtitle D landfill). The amount of ash for which each County will be responsible shall be prorated with their tonnage delivery including marketed capacity, and limited to a not-to-exceed amount, stated in the Waste Delivery Agreement.
- 12) The Counties will not be required to accept ash residue which does not meet the current requirements for acceptance at a permitted Subtitle D landfill. Ash, exclusive of those inert, non-combustible waste materials, including oversized materials which did not combust or are only partially burned, shall be suitable to be used as daily cover in accordance with MDE requirements.
- 13) Both Counties will participate in the evaluation process for selection of the Vendor and negotiation of the Services Agreement with the Vendor.
- 14) Harford County will provide weigh master staff for the scale house at the Facility during daytime shift. Nighttime deliveries will be automatically weighed and recorded using

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radio frequency identification tags and computer system or another comparable automated system.

- 15) Both Counties acknowledge that the financing and development process and associated expenses are a necessary function of pursuing the development of the Facility, and that there is no guarantee that the Facility will be permitted or financed.
- 16) Either or both of the Counties may choose to recover its Facility development expenses in the Facility bond issuance.

Part IV: Responsibilities of the Vendor

- 1) The Authority shall require that the Vendor sign a Service Agreement with Authority.
- 2) The Authority shall require that the Vendor design, build and operate the Facility.
- 3) The Authority shall require that the Vendor design, build and operate the Joppatowne Waste Water Reclamation conveyance line and pumping station in accordance with a Public Works Utility Agreement to be entered into between the Authority and Harford County.
- 4) The Authority shall require that the Vendor guarantee the following, and be subject to damages for non-compliance:
 - a. Annual Waste Processed;
 - b. Annual Energy Production;
 - c. Annual Ferrous and Non-Ferrous Recovery;
 - d. Compliance with all Facility Permit Conditions and all applicable Federal, State and local laws, rules and regulations;
 - e. Provide all labor, materials, vehicles and replacement parts and vehicles; and
 - f. Utility and Residue Guarantees.

Part V: Benefits to the Counties

- 1) Each County will earn a pro rata share of recycling credit for the energy produced and materials recovered at the Facility.
- 2) Each County will have a predictable, long-term, reliable method of waste disposal as a result of the Facility development and operations.

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- 3) Any electricity generated by the Facility, and not purchased by APG will be marketed by the Authority in a manner agreeable to the Counties and proceeds therefrom shall be used as mutually agreed in writing by the Authority and the Counties.
- 4) The Authority has 28 years of experience in developing, building and managing RRF facilities, and works solely to the benefit of its member jurisdictions.

It is Acknowledged and Agreed that the Counties and the Authority will work together in good faith to develop the Facility and negotiate contracts based on the general terms above.

THIS MEMORANDUM OF UNDERSTANDING EVIDENCES THE INTENTIONS OF THE PARTIES WITH REGARD TO THE FACILITY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS MEMORANDUM OF UNDERSTANDING ONLY CREATES A FINANCIAL OBLIGATION OF BALTIMORE COUNTY WITH REGARD TO BALTIMORE COUNTY'S AGREEMENT TO REMIT PAYMENT FOR ITS PRO-RATA SHARE OF THE COSTS AND EXPENSES OF THE AUTHORITY AS DESCRIBED IN PART III, SECTION 5. THE COMPENSATION CAP OF BALTIMORE COUNTY UNDER THIS MEMORANDUM OF UNDERSTANDING SHALL BE 50% OF THOSE CERTAIN COSTS AND EXPENSES AS REFLECTED IN ATTACHMENT A. THE COMPENSATION CAP AND THE FINANCIAL OBLIGATION OF BALTIMORE COUNTY UNDER THIS MEMORANDUM OF UNDERSTANDING SHALL NOT IN ANY EVENT EXCEED \$375,435. ALL FURTHER FINANCIAL OBLIGATIONS OF BALTIMORE COUNTY SHALL BE MEMORIALIZED IN THE WASTE DELIVERY AGREEMENT TO BE EXECUTED BY AND BETWEEN BALTIMORE COUNTY AND THE AUTHORITY.

This Memorandum of Understanding is signed this _____ day of _____ 2009.

ATTEST:

HARFORD COUNTY, MARYLAND

By: _____

Name: David R. Craig

Title: Harford County Executive

NORTHEAST MARYLAND WASTE
DISPOSAL AUTHORITY

By: _____

Name:

Title:

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BALTIMORE COUNTY, MARYLAND

By: _____
Name: Fred Homan
Title: Administrative Officer

BALTIMORE COUNTY COUNCIL

By: _____
Name: _____
Chairman

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

OFFICE OF THE COUNTY ATTORNEY
*Approval of Legal Form and Sufficiency Does Not Convey.
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications
Require Re-Approval.

RECOMMENDED FOR APPROVAL:

By: _____
Edward C. Adams, Jr.
Director, Department of Public Works

ATTACHMENT A

Bill No. 09-05

As Amended

January 7, 2009

Budget Estimate for Harford Expansion WTE Project

Note: All costs will be recoverable through the bond issue if desired by the Counties

	Total	Harford County	Baltimore County
Expenses Between April 1 2008 and November 30 2008 (Costs to be shared under terms of MOU)			
HDR Engineers	\$ 55,746	\$ 27,873	\$ 27,873
EA Engineers (Site Investigation)	\$ 59,531	\$ 29,766	\$ 29,766
Hawkins Delafield - Contract counsel	\$ 202,076	\$ 101,038	\$ 101,038
Hogan & Hartson - Steam Contracts and Bond Counsel	\$ 28,613	\$ 14,307	\$ 14,307
Insurance Buyers Council	\$ 73	\$ 37	\$ 37
Public Resources Advisory Group	\$ 8,825	\$ 4,413	\$ 4,413
Authority Out of Pocket Expenses	\$ 1,576	\$ 788	\$ 788
SUBTOTAL April 1 to November 30	\$ 356,440	\$ 178,220	\$ 178,220
Authorized Expenditures from December 1 2008 through Delivery of Preferred Vendor Contract (Estimate Spring of 2009)			
HDR Assistance with Negotiations	\$ 80,504	\$ 40,252	\$ 40,252
Site Investigation (Borings + Revised EA)	\$ 25,469	\$ 12,735	\$ 12,735
Hawkins Delafield - Contracts Counsel - Agreement with Vendor	\$ 54,205	\$ 27,103	\$ 27,103
Hogan & Hartson - Steam Contracts Counsel, Site lease negotiations, utility contracts, Waste Disposal Agreements	\$ 164,726	\$ 82,363	\$ 82,363
Hogan & Hartson Bond Counsel - Review of risk allocation, and contract structure to insure financibility	\$ 25,000	\$ 12,500	\$ 12,500
Public Resources Advisory Group - Financial Advisor - Review of Contracts and Bond Size Calculations, Credit analysis of two procurement finalists	\$ 41,175	\$ 20,588	\$ 20,588
Authority Out of Pocket Expenses	\$ 3,351	\$ 1,676	\$ 1,676
Subtotal of Project Development Expenses	\$ 394,430	\$ 197,215	\$ 197,215
Total Expenses Under MOU	\$ 750,870	\$ 375,435	\$ 375,435

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